

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SAVINO DEL BENE U.S.A., INC.

Plaintiff,

Civil Action No. 21-cv-1524

v.

MEDITERRANEAN SHIPPING
COMPANY, S.A., MEDITERRANEAN
SHIPPING COMPANY U.S.A., INC., and
CURAVA CORPORATION

Defendants.

COMPLAINT

Plaintiff, Savino del Bene, USA, Inc. (hereinafter referred to as “SDB,”) by and through its undersigned counsel, hereby brings this civil action against Defendants, Mediterranean Shipping Company, S.A., Mediterranean Shipping Company U.S.A., Inc., (hereinafter collectively referred to as “MSC”), and Curava Corporation (“Curava”) and alleges:

GENERAL ALLEGATIONS

1. This instant action is a claim for monetary damages within the jurisdictional requirements of this Court in that it seeks recovery of damages in excess of \$75,000.00. Furthermore, the Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 as the instant action stems from the international ocean transportation of goods under the Carriage of Goods by Sea Act 46 U.S.C. § 30701, et seq.
2. The Court may exercise supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over the common law monies owed claims against Curava Corporation in that said claims are part of the same constitutional case as they derive from a common nucleus of operative facts;

to wit, Curava has interposed a claim for damages against Plaintiff stemming from the same transaction and occurrence giving rise to Plaintiff's claim against the MSC Defendants and has utilized said claim in an exercise of self-help by withholding monies due and owing to Plaintiff. Additionally, upon information and belief, Plaintiff anticipates the filing of a compulsory counterclaim by Curava to this effect.

3. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a)–(d). Further, each of the Defendants have agreed to the mandatory application and conferral of jurisdiction in the instant Court by way of terms and conditions governing the parties' respective relationships.
4. Defendants have each, as more fully set forth below, purposefully availed themselves of the privilege of conducting business in the instant forum and should reasonably expect to be held into a New York Court.
5. Plaintiff SDB is a New York corporation with its principal place of business in Avenel, New Jersey.
6. Mediterranean Shipping Company U.S.A., Inc. is a New York corporation with its principal place of business at 420 Fifth Ave., New York, NY 10018.
7. Mediterranean Shipping Company, S.A. is a foreign corporation with its principal place of business in Geneva, Switzerland.
8. At all times material to this Complaint, Defendant Curava was and is a corporation organized under the laws of the State of New Hampshire with a principal place of business at 7 Webb Drive, Merrimack, NH 03054.
9. By virtue of the breaches, actions and inactions, and other conduct alleged herein, including the fact that Defendants have caused injury to the Party Plaintiff within the instant forum

(Plaintiff is a New York Corporation), as well as the aforementioned agreements containing mandatory forum selection provisions, each Defendant expected or should reasonably have expected such actions and inactions to have consequences to Plaintiff in New York; said Defendants are subject to the personal jurisdiction of this Court.

10. All conditions precedent have occurred, been met, waived, or excused.

COUNT I

Liability under the Carriage of Goods by Sea Act (COGSA)

11. Plaintiff repeats paragraphs one (1) through ten (10) as it fully set forth herein.

12. In or about January of 2020, the MSC Defendants agreed to undertake duties and responsibilities as bailees and common carriers in transporting cargo from China to the United States via ocean.

13. Said MSC Defendants issued bill of lading MEDUH4690275; no notations were indicated on the bill of lading establishing a 'clean' acceptance of cargo in good order and condition.

14. The MSC Defendants agreed, in exchange for consideration, to safely transport the cargo; however, when the vessel arrived on or about February 20, 2020, at outturn, on or about February 26, damages were noted to the cargo.

15. The cargo was damaged in the care, custody, and control of the MSC Defendants as a direct and proximate result of the MSC Defendants' breaches of duty of care, both statutory and otherwise, and in violation of their contractual obligations as set forth in the bill of lading.

16. Plaintiff is the shipper on the subject bill of lading; and has timely interposed a damage claim in excess of \$200,000.00 to the MSC Defendants, no part of which has been paid.

WHEREFORE, Plaintiff respectfully requests that judgment be entered in its favor against the MSC Defendants jointly and severally together with an award of costs and any other further relief the Court deems just and proper.

COUNT II

Breach of Bailment

17. Plaintiff repeats paragraphs one (1) through ten (10) as it fully set forth herein.
18. In or about January of 2020, the MSC Defendants agreed to undertake duties and responsibilities as bailees and common carriers in transporting cargo from China to the United States via ocean.
19. Said MSC Defendants issued bill of lading MEDUH4690275; no notations were indicated on the bill of lading establishing a 'clean' acceptance of cargo in good order and condition.
20. The MSC Defendants agreed, in exchange for consideration, to safely transport the cargo; however, when the vessel arrived on or about February 20, 2020, at outturn, on or about February 26, damages were noted to the cargo.
21. The cargo was damaged in the care, custody, and control of the MSC Defendants as a direct and proximate result of the MSC Defendants' breaches of duty of care, both statutory and otherwise, and in violation of their contractual obligations as set forth in the bill of lading. To the extent (and in the alternative) that the subject damages occurred during a period to which COGSA does not apply as a matter of statute, the MSC Defendants are responsible at common law.
22. Plaintiff is the shipper on the subject bill of lading; and has timely interposed a damage claim in excess of \$200,000.00 to the MSC Defendants, no part of which has been paid.

WHEREFORE, Plaintiff respectfully requests that judgment be entered in its favor against the MSC Defendants jointly and severally together with an award of costs and any other further relief the Court deems just and proper.

COUNT III

Account Stated (Curava)

23. Plaintiff repeats paragraphs one (1) through ten (10) as it fully set forth herein.
24. That prior to the institution of this action, SDB and Curava entered into business agreements whereby SDB rendered services for the benefit of Curava, and Curava agreed to be bound by SDB's Terms and Conditions of Service.
25. That SDB performed all services Curava requested of it under the parties' agreements.
26. That SDB provided invoices to Curava for each service rendered by SDB. (See composite Exhibit "A").
27. That Curava retained said invoices as they were delivered by SDB, and Curava did not timely or properly object pursuant to the contractual requirements to any of the invoices or statements of monies owed.
28. That there was, and still is, an implicit and/or explicit promise by Curava to pay this balance to SDB as it came due.
29. That SDB requested payment of the outstanding monies Curava owed to SDB, by issuance of a statement of account (Exhibit "B"); however, Curava failed and refused to tender payment to SDB.
30. That Curava now owes SDB monies in excess of a total invoice amount of \$43,766.90 (principal) and such amount is accruing with interest at the rate of 18% per annum from May 2020.

31. As noted above, upon information and belief, Curava has failed and refused to make payment upon these invoices as an exercise of self-help stemming from the international ocean shipment outlined in Counts I and II above (Curava was the ultimate consignee of said cargo).

32. That further, Curava's attempt at self-help constitutes pursuit of a claim for damages without payment of the charges in full prior to the submission of such claim for loss or damages in direct violation of the Terms and Conditions.

33. As a direct and proximate result of Curava's failure to pay said charges, Plaintiff has been damaged in excess of \$43,766.90.

WHEREFORE, Plaintiff requests this honorable Court to award it damages in the amount proven, plus interest, the expenses of collection and/or litigation, including reasonable attorney's fees and related costs and Court costs, and any other relief the Court deems appropriate.

COUNT IV

Breach of Contract (Curava)

34. Plaintiff repeats paragraphs one (1) through ten (10) as it fully set forth herein.

35. That prior to the institution of this action, SDB and Curava entered into business agreements whereby SDB rendered services for the benefit of Curava, and Curava agreed to be bound by SDB's Terms and Conditions of Service.

36. That SDB performed all services Curava requested of it under the parties' agreements.

37. That SDB provided invoices to Curava for each service rendered by SDB. (See composite Exhibit "A").

38. That Curava retained said invoices as they were delivered by SDB, and Curava did not timely or properly object pursuant to the contractual requirements to any of the invoices or statements of monies owed.
39. That SDB requested payment of the outstanding monies Curava owed to SDB, by issuance of both the invoices and a statement of account (Exhibit “B”); however, Curava failed and refused to tender payment to SDB.
40. That Curava’s failure to pay constitutes a material breach of the contractual agreements between the parties proximately resulting in damages to Plaintiff.
41. That Curava now owes SDB monies in excess of a total invoice amount of \$43,766.90 (principal) and such amount is accruing with interest at the rate of 18% per annum from May 2020.
42. As noted above, upon information and belief, Curava has failed and refused to make payment upon these invoices as an exercise of self-help stemming from the international ocean shipment outlined in Counts I and II above (Curava was the ultimate consignee of said cargo).
43. That further, Curava’s attempt at self-help constitutes pursuit of a claim for damages without payment of the charges in full prior to the submission of such claim for loss or damages in direct violation of the Terms and Conditions.
44. As a direct and proximate result of Curava’s failure to pay said charges, Plaintiff has been damaged in excess of \$43,766.90.

WHEREFORE, Plaintiff requests this honorable Court to award it damages in the amount proven, plus interest, the expenses of collection and/or litigation, including reasonable attorney’s fees and related costs and Court costs, and any other relief the Court deems appropriate.

Dated: February 19, 2021

Respectfully submitted,

SPECTOR RUBIN, P.A.

By: /s/ Andrew R. Spector
Andrew Spector (NY BAR NO.: 3887)
Continental Plaza
3250 Mary Street, Suite 405
Miami, Florida 33133
Tel: (305) 537-2000
Fax: (305) 537-2001
andrew.spector@spectorrubin.com

By: /s/ Troy Geisser
Troy Geisser, (NY BAR NO.: 9012)
11 Broadway, Suite 615
New York, NY 10004
Tel: (646) 868-5998
troy.geisser@spectorrubin.com

*Attorneys for Plaintiff,
Savino Del Bene U.S.A., Inc.*

EXHIBIT “A”



INVOICE

ORIGINAL 18653NF

Supplier: KESA TRADING LIMITED UNIT 2305, APEC PLAZA,49 HOI YUAN ROAD,KWUN TONG,H HONG KONG - 00852		Invoice n°: 10088910	Our ref.: K33553	Date: 05/05/2020
Consignee: CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK - 03054		INVOICE PAYABLE BY : CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK, NH 03054 U.S.A.		
Notify: 305 CARGO SERVICES, INC 6355 NW 36TH ST, SUITE 605 MIAMI		Accounting code: 1620040362 CrmId: 00332599		Origin Ref.: C97494
N. Cont. 3x20BXFCL	From: YANTIAN PT	To: BOSTON P.Dest/Ramp: / /		
Vessel Name MSC ZLATA R. NQ006A	ETD: 01/09/2020 Date of arrival: 02/24/2020 HB/L: SDBB2S306593	B/L MEDUH4690275	Cargo Principal CrmId: 00332599	
Description of Goods STONE SLABS STONE SLABS STONE SLABS		Packages 21	Gross Weight (Kg) 61570.000	Volume (m3) 44.100

AMFU321116/6(334,335,336);GLDU205985/8(334,335,336);TCLU365955/6(334,335,336)

Description of Charges	Amount
OI PER DIEM 3 DAYS X \$195 - TILL 04/06	585.00
OI CHASSIS 3 DAYS X \$35 - TILL 4/06	105.00
OI RETURN OF EMPTY CONTAINER TO PORT	577.28

THIS INVOICE IS DUE AND PAYABLE WITHIN:

30 (THIRTY) DAYS at end of month + 5

TOTAL TO YOUR DEBIT

USD

1,267.28

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties,taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid by a separate check payable to "U.S.Customs Service" which shall be delivered to Customs by the broker. Consignee agrees that all invoices will be paid in full within 30 days and that a service charge of 1.5% per month (18% per annum) will be paid on any past due amounts. All charges must be paid in full prior to submission of any claims for loss or damage. The parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed according to the laws of the State of New York, without reference to the conflict of laws principals of said law. The parties consent to and submit to the sole and exclusive jurisdiction of the United States District Court for the Southern District of New York, sitting in Manhattan, New York and if said court determines that it cannot exercise jurisdiction over any matter on account of a lack of subject matter jurisdiction, then the parties consent to and submit to the sole and exclusive jurisdiction of the New York State Supreme Court for New York County. The parties agree that the aforementioned federal court or alternative state court shall be the sole and exclusive forum in which any action or other proceeding arising out of or in connection with this Agreement shall be brought. The parties specifically agree to the personal jurisdiction of said court(s), agree to appear in said court(s) and waive any and all objections with regard to a lack of jurisdiction of said court(s).



INVOICE

ORIGINAL 18653NF

Supplier: KESA TRADING LIMITED UNIT 2305, APEC PLAZA,49 HOI YUAN ROAD,KWUN TONG,H HONG KONG - 00852		Invoice n°: 10089272	Our ref.: K33904	Date: 05/05/2020
Consignee: CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK - 03054		INVOICE PAYABLE BY : CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK, NH 03054 U.S.A.		
Notify: 305 CARGO SERVICES, INC 6355 NW 36TH ST, SUITE 605 MIAMI		Accounting code: 1620040362 CrmId: 00332599		Origin Ref.: C98071
N. Cont. 1x20BXFCL	From: YANTIAN PT	To: MIAMI P.Dest/Ramp: / /		
Vessel Name SEROJA ENAM 011W	ETD: 03/12/2020	Date of arrival: 04/20/2020	HB/L: SDBB2S311797	B/L: MEDUZN539156 Cargo Principal CrmId: 00332599
Description of Goods STONE SLABS		Packages 7	Gross Weight (Kg) 20110.000	Volume (m3) 14.700

MEDU372437/9(343)

Description of Charges	Amount
OI Freight & DELIVERY	2660.00
OI Cust. A.M.S.	30.00
OI Wharfage Fee	65.00
OI Documentation Handling Fee	35.00
OI Cargo Insurance Placement&Assistanc	107.57

THIS INVOICE IS DUE AND PAYABLE WITHIN:
30 (THIRTY) DAYS at end of month + 5

TOTAL TO YOUR DEBIT
USD 2,897.57

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties,taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid by a separate check payable to "U.S.Customs Service" which shall be delivered to Customs by the broker. Consignee agrees that all invoices will be paid in full within 30 days and that a service charge of 1.5% per month (18% per annum) will be paid on any past due amounts. All charges must be paid in full prior to submission of any claims for loss or damage. The parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed according to the laws of the State of New York, without reference to the conflict of laws principals of said law. The parties consent to and submit to the sole and exclusive jurisdiction of the United States District Court for the Southern District of New York, sitting in Manhattan, New York and if said court determines that it cannot exercise jurisdiction over any matter on account of a lack of subject matter jurisdiction, then the parties consent to and submit to the sole and exclusive jurisdiction of the New York State Supreme Court for New York County. The parties agree that the aforementioned federal court or alternative state court shall be the sole and exclusive forum in which any action or other proceeding arising out of or in connection with this Agreement shall be brought. The parties specifically agree to the personal jurisdiction of said court(s), agree to appear in said court(s) and waive any and all objections with regard to a lack of jurisdiction of said court(s).



INVOICE

ORIGINAL 18653NF

Supplier: KESA TRADING LIMITED UNIT 2305, APEC PLAZA,49 HOI YUAN ROAD,KWUN TONG,H HONG KONG - 00852		Invoice n°: 10089278	Our ref.: K33855	Date: 05/05/2020
Consignee: CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK - 03054		INVOICE PAYABLE BY : CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK, NH 03054 U.S.A.		
Notify: 305 CARGO SERVICES, INC 6355 NW 36TH ST, SUITE 605 MIAMI		Accounting code: 1620040362 CrmId: 00332599		Origin Ref.: C97979
N. Cont. 1x20BXFCL	From: YANTIAN PT	To: BOSTON P.Dest/Ramp: / /		
Vessel Name MSC VIDISHA R. 014W	ETD: 03/03/2020	Date of arrival: 04/15/2020	HB/L: SDBB2S311016	B/L: MEDUZN474628 Cargo Principal CrmId: 00332599
Description of Goods STONE SLABS		Packages 7	Gross Weight (Kg) 20550.000	Volume (m3) 14.700

TTNU311459/8(353)

Description of Charges	Amount
OI Freight	3400.00
OI Cust. A.M.S.	30.00
OI Documentation Handling Fee	35.00

THIS INVOICE IS DUE AND PAYABLE WITHIN:
30 (THIRTY) DAYS at end of month + 5

TOTAL TO YOUR DEBIT
USD 3,465.00

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties,taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid by a separate check payable to "U.S.Customs Service" which shall be delivered to Customs by the broker. Consignee agrees that all invoices will be paid in full within 30 days and that a service charge of 1.5% per month (18% per annum) will be paid on any past due amounts. All charges must be paid in full prior to submission of any claims for loss or damage. The parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed according to the laws of the State of New York, without reference to the conflict of laws principals of said law. The parties consent to and submit to the sole and exclusive jurisdiction of the United States District Court for the Southern District of New York, sitting in Manhattan, New York and if said court determines that it cannot exercise jurisdiction over any matter on account of a lack of subject matter jurisdiction, then the parties consent to and submit to the sole and exclusive jurisdiction of the New York State Supreme Court for New York County. The parties agree that the aforementioned federal court or alternative state court shall be the sole and exclusive forum in which any action or other proceeding arising out of or in connection with this Agreement shall be brought. The parties specifically agree to the personal jurisdiction of said court(s), agree to appear in said court(s) and waive any and all objections with regard to a lack of jurisdiction of said court(s).



INVOICE

ORIGINAL 18653NF

Supplier: KESA TRADING LIMITED UNIT 2305, APEC PLAZA,49 HOI YUAN ROAD,KWUN TONG,H HONG KONG - 00852		Invoice n°: 10089286	Our ref.: K33903	Date: 05/05/2020
Consignee: CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK - 03054		INVOICE PAYABLE BY : CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK, NH 03054 U.S.A.		
Notify: 305 CARGO SERVICES, INC 6355 NW 36TH ST, SUITE 605 MIAMI		Accounting code: 1620040362 CrmId: 00332599		Origin Ref.: C98070
N. Cont. 1x20BXFCL	From: YANTIAN PT	To: BOSTON P.Dest/Ramp: / /		
Vessel Name MSC ARUSHI R. NQ015A	ETD: 03/10/2020 Date of arrival: 04/24/2020 HB/L: SDBB2S311788	B/L MEDUZN531385	Cargo Principal CrmId: 00332599	
Description of Goods STONE SLABS		Packages 6	Gross Weight (Kg) 19660.000	Volume (m3) 14.700

MEDU100260/7(344)

Description of Charges	Amount
OI Freight	3270.00
OI Cust. A.M.S.	30.00
OI Documentation Handling Fee	35.00

THIS INVOICE IS DUE AND PAYABLE WITHIN:

30 (THIRTY) DAYS at end of month + 5

TOTAL TO YOUR DEBIT

USD

3,335.00

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties,taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid by a separate check payable to "U.S.Customs Service" which shall be delivered to Customs by the broker. Consignee agrees that all invoices will be paid in full within 30 days and that a service charge of 1.5% per month (18% per annum) will be paid on any past due amounts. All charges must be paid in full prior to submission of any claims for loss or damage. The parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed according to the laws of the State of New York, without reference to the conflict of laws principals of said law. The parties consent to and submit to the sole and exclusive jurisdiction of the United States District Court for the Southern District of New York, sitting in Manhattan, New York and if said court determines that it cannot exercise jurisdiction over any matter on account of a lack of subject matter jurisdiction, then the parties consent to and submit to the sole and exclusive jurisdiction of the New York State Supreme Court for New York County. The parties agree that the aforementioned federal court or alternative state court shall be the sole and exclusive forum in which any action or other proceeding arising out of or in connection with this Agreement shall be brought. The parties specifically agree to the personal jurisdiction of said court(s), agree to appear in said court(s) and waive any and all objections with regard to a lack of jurisdiction of said court(s).



INVOICE

ORIGINAL 18653NF

Supplier: KESA TRADING LIMITED UNIT 2305, APEC PLAZA,49 HOI YUAN ROAD,KWUN TONG,H HONG KONG - 00852		Invoice n°: 10092251	Our ref.: K33951	Date: 05/15/2020
Consignee: CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK - 03054		INVOICE PAYABLE BY : CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK, NH 03054 U.S.A.		
Notify: 305 CARGO SERVICES, INC 6355 NW 36TH ST, SUITE 605 MIAMI		Accounting code: 1620040362 CrmId: 00332599		Origin Ref.: C98161
N. Cont. 1x20BXFCL	From: SHEKOU PT	To: MIAMI P.Dest/Ramp: / /		
Vessel Name CORNELIA MAERSK 014W	ETD: 03/28/2020	Date of arrival: 05/11/2020	HB/L: SDBB2S312867	B/L: MEDUZN815325 Cargo Principal CrmId: 00332599
Description of Goods STONE SLABS		Packages 7	Gross Weight (Kg) 20590.000	Volume (m3) 14.700

CRSU125915/8(351)

Description of Charges	Amount
OI Freight	2940.00
OI Cust. A.M.S.	30.00
OI Wharfage Fee	55.00
OI Cargo Insurance Placement&Assistanc	103.00

THIS INVOICE IS DUE AND PAYABLE WITHIN:

30 (THIRTY) DAYS at end of month + 5

TOTAL TO YOUR DEBIT

USD

3,128.00

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties,taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid by a separate check payable to "U.S.Customs Service" which shall be delivered to Customs by the broker. Consignee agrees that all invoices will be paid in full within 30 days and that a service charge of 1.5% per month (18% per annum) will be paid on any past due amounts. All charges must be paid in full prior to submission of any claims for loss or damage. The parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed according to the laws of the State of New York, without reference to the conflict of laws principals of said law. The parties consent to and submit to the sole and exclusive jurisdiction of the United States District Court for the Southern District of New York, sitting in Manhattan, New York and if said court determines that it cannot exercise jurisdiction over any matter on account of a lack of subject matter jurisdiction, then the parties consent to and submit to the sole and exclusive jurisdiction of the New York State Supreme Court for New York County. The parties agree that the aforementioned federal court or alternative state court shall be the sole and exclusive forum in which any action or other proceeding arising out of or in connection with this Agreement shall be brought. The parties specifically agree to the personal jurisdiction of said court(s), agree to appear in said court(s) and waive any and all objections with regard to a lack of jurisdiction of said court(s).



INVOICE

ORIGINAL 18653NF

Supplier: SINOSTONE (GUANGDONG) CO.,LTD. ADD:NO.112,MING-ER ROAD,MINGCHENG, GAOMING FOSHAN,GUANGDONG,CHINA - 528000		Invoice n°: 10093967	Our ref.: K34121	Date: 05/21/2020
Consignee: CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK - 03054		<i>INVOICE PAYABLE BY :</i> CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK, NH 03054 U.S.A.		
Notify: 305 CARGO SERVICES, INC 6355 NW 36TH ST, SUITE 605 MIAMI		Accounting code: 1620040362 CrmId: 00332599		Origin Ref.: C98354
N. Cont. 1x20BXFCL	From: YANTIAN PT	To: BOSTON P.Dest/Ramp: / /		
Vessel Name MSC VAISHNAVI R. 013W	ETD: 04/08/2020	Date of arrival: 05/19/2020	HB/L: SDBB2S314602	B/L: MEDUZH029098 Cargo Principal CrmId: 00332599
Description of Goods QUARTZ STONE SLAB		Packages 6	Gross Weight (Kg) 20100.000	Volume (m3) 15.500

FCIU444217/1(349)

Description of Charges	Amount
OI Freight	3490.00
OI Cust. A.M.S.	30.00
OI Documentation Handling Fee	35.00
OI Cargo Insurance Placement&Assistanc	110.00

THIS INVOICE IS DUE AND PAYABLE WITHIN:

30 (THIRTY) DAYS at end of month + 5

TOTAL TO YOUR DEBIT

USD

3,665.00

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties,taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid by a separate check payable to "U.S.Customs Service" which shall be delivered to Customs by the broker. Consignee agrees that all invoices will be paid in full within 30 days and that a service charge of 1.5% per month (18% per annum) will be paid on any past due amounts. All charges must be paid in full prior to submission of any claims for loss or damage. The parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed according to the laws of the State of New York, without reference to the conflict of laws principals of said law. The parties consent to and submit to the sole and exclusive jurisdiction of the United States District Court for the Southern District of New York, sitting in Manhattan, New York and if said court determines that it cannot exercise jurisdiction over any matter on account of a lack of subject matter jurisdiction, then the parties consent to and submit to the sole and exclusive jurisdiction of the New York State Supreme Court for New York County. The parties agree that the aforementioned federal court or alternative state court shall be the sole and exclusive forum in which any action or other proceeding arising out of or in connection with this Agreement shall be brought. The parties specifically agree to the personal jurisdiction of said court(s), agree to appear in said court(s) and waive any and all objections with regard to a lack of jurisdiction of said court(s).



INVOICE

ORIGINAL 18653NF

Supplier: KESA TRADING LIMITED UNIT 2305, APEC PLAZA,49 HOI YUAN ROAD,KWUN TONG,H HONG KONG - 00852		Invoice n°: 10093972	Our ref.: K34002	Date: 05/21/2020
Consignee: CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK - 03054		INVOICE PAYABLE BY : CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK, NH 03054 U.S.A.		
Notify: 305 CARGO SERVICES, INC 6355 NW 36TH ST, SUITE 605 MIAMI		Accounting code: 1620040362 CrmId: 00332599		Origin Ref.: C98243
N. Cont. 2x20BXFCL	From: YANTIAN PT	To: BOSTON P.Dest/Ramp: / /		
Vessel Name MSC VAISHNAVI R. NQ019A	ETD: 04/01/2020	Date of arrival: 05/18/2020	HB/L: SDBB2S313648	B/L: MEDUZN736976 Cargo Principal CrmId: 00332599
Description of Goods STONE SLABS STONE SLABS		Packages 14	Gross Weight (Kg) 41190.000	Volume (m3) 29.400

DRYU243927/4(356, 359);MEDU262969/6(356, 359)

Description of Charges	Amount
OI Freight \$3490.00 X 2 CONTAINERS	6890.00
OI Cust. A.M.S.	30.00
OI Documentation Handling Fee	35.00
OI Cargo Insurance Placement&Assistanc	205.00

THIS INVOICE IS DUE AND PAYABLE WITHIN:

30 (THIRTY) DAYS at end of month + 5

TOTAL TO YOUR DEBIT

USD

7,160.00

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INVOICE

ORIGINAL 18653NF

Supplier: KESA TRADING LIMITED UNIT 2305, APEC PLAZA,49 HOI YUAN ROAD,KWUN TONG,H HONG KONG - 00852		Invoice n°: 10093977	Our ref.: K33950	Date: 05/21/2020
Consignee: CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK - 03054		INVOICE PAYABLE BY : CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK, NH 03054 U.S.A.		
Notify: 305 CARGO SERVICES, INC 6355 NW 36TH ST, SUITE 605 MIAMI		Accounting code: 1620040362 CrmId: 00332599		Origin Ref.: C98186
N. Cont. 2x20BXFCL	From: SHEKOU PT	To: SAVANNAH P.Dest/Ramp: / /		
Vessel Name CORNELIA MAERSK 014W	ETD: 03/28/2020	Date of arrival: 05/08/2020	HB/L: SDBB2S313161	B/L: MEDUZN832247 Cargo Principal CrmId: 00332599
Description of Goods STONE SLABS STONE SLABS		Packages 14	Gross Weight (Kg) 41080.000	Volume (m3) 29.400

MEDU304913/6(347, 348);TCLU741070/4(347, 348)

Description of Charges	Amount
OI Freight \$4740.00 X 2 CONTAINERS	9480.00
OI Cust. A.M.S.	30.00
OI Cargo Insurance Placement&Assistanc	224.00
OI Documentation Handling Fee	35.00

THIS INVOICE IS DUE AND PAYABLE WITHIN:

30 (THIRTY) DAYS at end of month + 5

TOTAL TO YOUR DEBIT

USD

9,769.00

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties,taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid by a separate check payable to "U.S.Customs Service" which shall be delivered to Customs by the broker. Consignee agrees that all invoices will be paid in full within 30 days and that a service charge of 1.5% per month (18% per annum) will be paid on any past due amounts. All charges must be paid in full prior to submission of any claims for loss or damage. The parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed according to the laws of the State of New York, without reference to the conflict of laws principals of said law. The parties consent to and submit to the sole and exclusive jurisdiction of the United States District Court for the Southern District of New York, sitting in Manhattan, New York and if said court determines that it cannot exercise jurisdiction over any matter on account of a lack of subject matter jurisdiction, then the parties consent to and submit to the sole and exclusive jurisdiction of the New York State Supreme Court for New York County. The parties agree that the aforementioned federal court or alternative state court shall be the sole and exclusive forum in which any action or other proceeding arising out of or in connection with this Agreement shall be brought. The parties specifically agree to the personal jurisdiction of said court(s), agree to appear in said court(s) and waive any and all objections with regard to a lack of jurisdiction of said court(s).



INVOICE

ORIGINAL 18653NF

Supplier: KESA TRADING LIMITED UNIT 2305, APEC PLAZA,49 HOI YUAN ROAD,KWUN TONG,H HONG KONG - 00852		Invoice n°: 10093986	Our ref.: K34105	Date: 05/21/2020
Consignee: CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK - 03054		<i>INVOICE PAYABLE BY :</i> CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK, NH 03054 U.S.A.		
Notify: 305 CARGO SERVICES, INC 6355 NW 36TH ST, SUITE 605 MIAMI		Accounting code: 1620040362 CrmId: 00332599		Origin Ref.: C98293
N. Cont. 2x20BXFCL	From: SHEKOU PT	To: MIAMI P.Dest/Ramp: / /		
Vessel Name SOVEREIGN MAERSK 015W	ETD: 04/08/2020	Date of arrival: 05/18/2020	HB/L: SDBB2S314124	B/L: MEDUZN844671 Cargo Principal CrmId: 00332599
Description of Goods STONE SLABS STONE SLABS		Packages 14	Gross Weight (Kg) 40850.000	Volume (m3) 29.400

FCIU402276/0(357);MEDU243159/2(357)

Description of Charges	Amount
OI Freight \$2840 X 2-20'BOX	5680.00
OI Cust. A.M.S.	30.00
OI Wharfage Fee	130.00
OI Documentation Handling Fee	35.00

THIS INVOICE IS DUE AND PAYABLE WITHIN:

30 (THIRTY) DAYS at end of month + 5

TOTAL TO YOUR DEBIT

USD

5,875.00

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties,taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid by a separate check payable to "U.S.Customs Service" which shall be delivered to Customs by the broker. Consignee agrees that all invoices will be paid in full within 30 days and that a service charge of 1.5% per month (18% per annum) will be paid on any past due amounts. All charges must be paid in full prior to submission of any claims for loss or damage. The parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed according to the laws of the State of New York, without reference to the conflict of laws principals of said law. The parties consent to and submit to the sole and exclusive jurisdiction of the United States District Court for the Southern District of New York, sitting in Manhattan, New York and if said court determines that it cannot exercise jurisdiction over any matter on account of a lack of subject matter jurisdiction, then the parties consent to and submit to the sole and exclusive jurisdiction of the New York State Supreme Court for New York County. The parties agree that the aforementioned federal court or alternative state court shall be the sole and exclusive forum in which any action or other proceeding arising out of or in connection with this Agreement shall be brought. The parties specifically agree to the personal jurisdiction of said court(s), agree to appear in said court(s) and waive any and all objections with regard to a lack of jurisdiction of said court(s).



INVOICE

ORIGINAL 18653NF

Supplier: SINOSTONE (GUANGDONG) CO.,LTD. ADD:NO.112,MING-ER ROAD,MINGCHENG, GAOMING FOSHAN,GUANGDONG,CHINA - 528000		Invoice n°: 10093992	Our ref.: K34104	Date: 05/21/2020
Consignee: CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK - 03054		INVOICE PAYABLE BY : CURAVA CORPORATION 7 WEBB DRIVE, MERRIMACK, NH 03054 U.S.A.		
Notify: 305 CARGO SERVICES, INC 6355 NW 36TH ST, SUITE 605 MIAMI		Accounting code: 1620040362 CrmId: 00332599		Origin Ref.: C98307
N. Cont. 1x20BXFCL	From: SHEKOU PT	To: MIAMI P.Dest/Ramp: / /		
Vessel Name SOVEREIGN MAERSK 015W	ETD: 04/08/2020	Date of arrival: 05/18/2020	HB/L: SDBB2S314195	B/L: MEDUZN826280 Cargo Principal CrmId: 00332599
Description of Goods QUARTZ STONE SLAB		Packages 7	Gross Weight (Kg) 19900.000	Volume (m3) 15.500

CAXU650084/0(350)

Description of Charges	Amount
OI Freight	2840.00
OI Cust. A.M.S.	30.00
OI Wharfage Fee	65.00
OI Documentation Handling Fee	35.00
OI Cargo Insurance Placement&Assistanc	110.00
OI WAITING TIME FOR 1 HR 15 MINU	125.05

THIS INVOICE IS DUE AND PAYABLE WITHIN:

30 (THIRTY) DAYS at end of month + 5

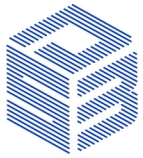
TOTAL TO YOUR DEBIT

USD

3,205.05

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties,taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid by a separate check payable to "U.S.Customs Service" which shall be delivered to Customs by the broker. Consignee agrees that all invoices will be paid in full within 30 days and that a service charge of 1.5% per month (18% per annum) will be paid on any past due amounts. All charges must be paid in full prior to submission of any claims for loss or damage. The parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed according to the laws of the State of New York, without reference to the conflict of laws principals of said law. The parties consent to and submit to the sole and exclusive jurisdiction of the United States District Court for the Southern District of New York, sitting in Manhattan, New York and if said court determines that it cannot exercise jurisdiction over any matter on account of a lack of subject matter jurisdiction, then the parties consent to and submit to the sole and exclusive jurisdiction of the New York State Supreme Court for New York County. The parties agree that the aforementioned federal court or alternative state court shall be the sole and exclusive forum in which any action or other proceeding arising out of or in connection with this Agreement shall be brought. The parties specifically agree to the personal jurisdiction of said court(s), agree to appear in said court(s) and waive any and all objections with regard to a lack of jurisdiction of said court(s).

EXHIBIT “B”



SAVINO DEL BENE

Global Logistics and Forwarding Company

Our accounting reference: I0745701

Customer code: 332599

Avenel, 08/12/2020

SUBJECT: Statement of account

Below you will find statement of our invoices as of 08/12/2020.

Please proceed with the remittance for the amount overdue.

Thanks and best regards

Messrs

CURAVA CORPORATION

7 WEBB DRIVE,

03054 MERRIMACK NH

PAYMENT TERMS: Domestic bank transfer-30 days end of month+5

STATEMENT OF ACCOUNT 08/12/2020

Description	Number	Date	Due Date	Currency	Value	Accumulative	Doc. Ref.	Info	P.C.
Customer invoice	10088910	05/05/2020	06/10/2020	USD	1,267.28	1,267.28	10088910	K33553 / SDBB2S306593 / MEDUH4690275	75
Customer invoice	10089272	05/05/2020	06/10/2020	USD	2,897.57	4,164.85	10089272	K33904 / SDBB2S311797 / MEDUZN539156	75
Customer invoice	10089278	05/05/2020	06/10/2020	USD	3,465.00	7,629.85	10089278	K33855 / SDBB2S311016 / MEDUZN474628	75
Customer invoice	10089286	05/05/2020	06/10/2020	USD	3,335.00	10,964.85	10089286	K33903 / SDBB2S311788 / MEDUZN531385	75
Customer invoice	10092251	05/15/2020	06/20/2020	USD	3,128.00	14,092.85	10092251	K33951 / SDBB2S312867 / MEDUZN815325	75
Customer invoice	10093967	05/21/2020	06/26/2020	USD	3,665.00	17,757.85	10093967	K34121 / SDBB2S314602 / MEDUZH029098	75
Customer invoice	10093972	05/21/2020	06/26/2020	USD	7,160.00	24,917.85	10093972	K34002 / SDBB2S313648 / MEDUZN736976	75
Customer invoice	10093977	05/21/2020	06/26/2020	USD	9,769.00	34,686.85	10093977	K33950 / SDBB2S313161 / MEDUZN832247	75
Customer invoice	10093986	05/21/2020	06/26/2020	USD	5,875.00	40,561.85	10093986	K34105 / SDBB2S314124 / MEDUZN844671	75
Customer invoice	10093992	05/21/2020	06/26/2020	USD	3,205.05	43,766.90	10093992	K34104 / SDBB2S314195 / MEDUZN826280	75

Balance as of 08/12/2020 USD 43,766.90

Balance due as of 08/12/2020: USD 43,766.90

	Not overdue	Overdue 1 - 30 days	Overdue 31 - 60 days	Overdue over 61 days.
Balance USD	0.00	0.00	32,802.05	10,964.85

SDB USA - SAVINO DEL BENE USA 34 Englehard Avenue 07001

Avenel, New Jersey, NJ

Tel: +1 347 960 5568



Our accounting reference: I0745701
Customer code: 332599

Avenel, 08/12/2020

Messrs
CURAVA CORPORATION
7 WEBB DRIVE,
03054 MERRIMACK NH

Page
2

EURO ACCOUNT

EURO ACCOUNT

USD ACCOUNT

USD ACCOUNT